

## **Navtango.com Publishers Program Agreement**

This Agreement outlines the terms and conditions between navtango.com (and its wholly owned subsidiaries, collectively „navtango”) and the individual or organization (the „Publisher”) participating in the navtango.com Publishers Program (the „Program”). In this Agreement, „we” and „us” refer to navtango.com, and „you” refers to the Publisher participating in the Program. „navtango.com Web Site” or „Our Site” refers to the websites operated by navtango.com, and „Your Site” refers to the website(s) you submit to participate in this Program.

### **1. Enrollment in the Program**

To begin the enrollment process, you must submit a completed Program application through Our Site. We will evaluate your application in good faith and notify you of your acceptance or rejection promptly. We may reject your application at our sole discretion if Your Site is deemed unsuitable for the Program. Unsuitability may include, but is not limited to, sites that:

- a. Contain or link to sexually explicit or violent material;
- b. Promote or depict discrimination based on race, gender, religion, national origin, disability, sexual orientation, or age;
- c. Contain unlawful material, infringe on intellectual property rights, or link to such materials;
- d. Provide information on or promote illegal activities;
- e. Are deemed unsuitable for other reasons at our discretion.

We reserve the right to decide unsuitability based on our standards, opinions, or suspicions, without the necessity to prove their validity. Acceptance of your application does not imply endorsement of Your Site. Rejected applications may reapply at any time.

By enrolling, you affirm that you are at least 18 years of age and consent to navtango.com serving advertisements using their bidding-based technology. Multiple accounts by the same entity require navtango.com’s written authorization.

### **2. Promotion of Our Program Relationship**

As a Publisher, you will receive the code necessary to display navtango.com Ads on Your Site. This Code identifies Your Site as a Program participant.

- a. *navtango.com Code*: The Code is a JavaScript provided by us, subject to change at our discretion, enabling the display of navtango.com Ads.

b. *Code Agreements*: You agree to maintain the Code on Your Site and update it as provided by us. The Code may be modified upon mutual agreement during this Agreement's term. You must comply with our technical specifications and not alter the provided programming.

### **3. Publisher Responsibilities and Opportunities**

- a. You shall display the Code prominently on Your Site, subject to our prior consent.
- b. You may earn payments as outlined in Article 4.
- c. Compliance: We reserve the right to monitor Your Site to ensure compliance with this Agreement.

### **4. Payments**

a. You will receive payments based on valid impressions of navtango.com Ads on Your Site, as determined by us. Payments are in United States Dollars and are due within 7 days of request, provided the earned balance exceeds \$10 for PayPal payments. We are not liable for payments based on fraudulent impressions or clicks, improperly displayed Ads, or any other fraudulent activities. We reserve the right to withhold or charge back payments for breaches of this Agreement, pending investigations, or advertiser defaults.

To ensure proper payment, you must maintain accurate contact and payment information. You are responsible for any taxes or charges imposed by governments. We reserve the right to alter the Program, including payment terms, at our discretion. Disputes over payments must be made within 45 days.

### **5. Your Responsibilities**

You are solely responsible for ensuring that Your Site's content and offered services comply with all applicable laws and copyright regulations. You must have permission to use copyrighted materials.

### **6. Publicity**

You consent to navtango.com using your name and logo in marketing materials. You must obtain our written consent before creating materials referencing navtango.com.

### **7. Term and Termination**

This Agreement can be terminated by either party at any time by removing the Program's programming from Your Sites. navtango.com may terminate or suspend participation. Accounts inactive for over six months may be terminated without notice.

## **8. Modifications**

We may modify this Agreement at our discretion. Changes will be posted on Our Site. Your continued participation constitutes acceptance of these changes. If unacceptable, you may terminate this Agreement as per Article 7.

## **9. Relationship of Parties**

You and navtango.com are independent contractors. This Agreement does not create a partnership, joint venture, agency, or

employment relationship. You have no authority to represent us.

## **10. Confidentiality**

You agree not to disclose navtango.com Confidential Information without prior consent. This includes software, technology, statistics, and other designated information.

## **11. Limitation of Liability**

We are not liable for indirect, special, or consequential damages arising from this Agreement or the Program. Our liability is limited to payments under this Agreement.

## **12. Indemnification**

You agree to indemnify navtango.com against any claims related to infringement of rights, misrepresentations, or content of Your Site.

## **13. Notification**

Notices must be in writing via fax, email, or registered mail. Address changes must be communicated in writing.

## **14. Construction**

If any provision is unenforceable, it will be modified to reflect the parties' intent. Our failure to enforce any provision does not waive our right to enforce it later.

## **15. No Guarantee**

navtango.com makes no guarantees regarding Ad impressions, clicks, or payment amounts.

## **16. No Warranty**

navtango.com disclaims all warranties, including for advertising services, and expressly denies warranties of non-infringement and fitness for a particular purpose.

## **17. Governing Law**

This Agreement is governed by Poland law.

## **18. Entire Agreement**

This Agreement constitutes the entire agreement between the parties. navtango.com may engage in similar arrangements with different terms.